IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF

FILED
FEB 6 1939
LEOTTA M. HUBERTY, Clerk
By _____ DEPUTY

PERCY PURVIANCE
Plaintiff

vs.

Chas Brackman
DEFENDANT

No. 4284 Dept. No. _____

Complaint for
Declaratory Judgement

THE PLAINTIFF COMPLAINS AND ALLEGES:

1

THAT ON the day of November 1st, 1938, plaintiff and defendqnt entered into a written contract with words and figures as follows to wit:

On this first day of November 1938 P. Purviance a licensed Chiropractor under the laws of the State of California, hereinafter referred to as the party of the first part and Chas Brackman a licensed Chiropractor maintaining offices in the City of Jackson State of California, hereinafter referred to as the party of the second part; have entered into an agreement in the following manner and particulars to wit:

The party of the first part agrees to work in the offices of the party of the second part under the idrection of the party of the second part, beginning November 15th, 1938 and to treat patients of the party of the second part, and practice Chiropractic as taught in Chiropractic schools and colleges, and also to use all necessary mechanical, hygienic and sanitary measures incident to the care of the body, and shall include hydrotherapy, electrotherapy, light, heat, hot and cold packs, diet, massage, enemas, together with anatomical and manual manipulations, on patients of the party of the

second part.

Party of the Second part agrees that party of the first part shall receive 40 percent of all money received from patients treated by party of the first part in the office of the party of the second part.

Signed: Percy Purviance

Party of the first part.

Chas. Brachman

Party of the second part.

II

That thereafter on the 15th day of November 1938, Plaintiff presented himself for work at the offices of the party of the second part, and party of the second part refused to comply with the terms of the said contract on the grounds that the defendant might be liable for prosecution if plaintiff was not allowed under plaintiff's license to treat patients as stated in the contract, if th scope of practice under section 7 of the Chiropractic Act did not allow such practice.

Wherefore plaintiff prays that the rights of the plaintiff and defendant under the contract as set forth in the complaint be declared under the provisions of Section 1060 of the Code of Civil Procedure of California; that the legal scope of practice of plaintiff by virtue of his license under the provisions of the Chiropractic Act of California be determined and adjudged.

Percy Purviance

In Proper Person

STATE OF CALIFORNIA:
COUNTY OF Amador SS/

Percy Purviance being duly sworn deposes and says: that he is the plaintiff in the above entitled action and that he has read the complaint that the same is true of his own knowledge except those matters stated therein upon his information and belief, and as to those matters, he believes it to be true.

Percy Purviance

Subscribed and sworn to before me this 6th day of February, 1939

Inez Burrows

Notary Public in and for the County of Amador, State of California.

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF Amador

Filed
Feb 14, 1939
Isaac M. Dutton
Francis Culley Deputy

Percy Purviance : :
: :
Plaintiff : No. _____ Dept. No. _____
: :
: SS
vs. : Answer to Complaint
: :
Charles Brackeman :
Defendant :

The Defendant Answers the Complaint as follows, to-wit.

I

Admits the contract and all the allegations as set forth in the complaint filed herein.

II

Alleges that Defendant is justified in refusing to comply with the provisions of the contract by reason of the liability of defendant for ofiminal prosecution if plaintiff is ~~not~~ permitted to use the methods and modalities mentioned in the contract, and if not the defendant would be liable for allowing said practice in the office of the defendant.

Wherefore Defendant prays that the respective rights of the plaintiff and defendant under the terms of the contract as set forth in the complaint he declared and adjudged under Chapter VIII Section 1060 of the Code of Civil Procedure of the State of California; that the legal scope of the practice of the plaintiff by virtue of his license under the provision of the Chiropractic Act of California, Section 7 of which provides:

> "One form of certificate hsall be issued by the board of Chiropractic Examiners which said certificate shall be designated "License to practice Chiropractic" which license shall authorize the holder thereof to practice Chiropractic in the State of California as

taught in chiropractic schools or colleges: and, also, to use all necessary mechanical and hygientic and sanitary measures incident to the care of the body, but shall not authorize the practice of medicine, surgery, osteopathy, dentistry or optometry, nor the use of any drug or medicine now or hereafter included in materia medicia."

And that it be declared and adjudged if plaintiff has a legal right to use said modalities mentioned in the contract.

Chas Brockman D.C.

In proper person

STATE OF CALIFORNIA :
: SS
COUNTY OF Amador :
:

Chas Brockman being duly sworn deposes and says:- that he is the defendant in the above entitled action and that he has read the complaint and answers that the same are true of his own knowledge except those matters stated therein upon his information and belief.

AND as to those matters he believe it to be true.

Chas Brockman D.C.

Subscribed and sworn to before me this 6th day of February, 1939

Jay Burrows

Notary Public in and for the County of Amador State of California

FILED

AUG 28 1939

LEOTTA M. HUBERTY, Clerk

BY [signature] DEPUTY

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA,

IN AND FOR THE COUNTY OF AMADOR.

---oOo---

PERCY PURVIANCE,) No. 4284

Plaintiff,)

-vs-) OPINION OF THE COURT.

CHARLES BROCKMAN,)

Defendant.)

---oOo---

This is an action in declaratory relief instituted by Percy Purviance under section 1060 of the Code of Civil Procedure to obtain a declaration of his rights and duties including a determination of any question of construction or validity arising under the provisions of a contract relative to the legal rights and duties of the respective parties to the contract.

Both the Plaintiff and Defendant in this action are licensed chiropractors, licensed to practice chiropractic in the State of California under the provisions of the initiative act of 1923.

On the day of Nobember first, 1938, Plaintiff and Defendant entered into a contract with each other by which Plaintiff agreed "to work in the offices of the defendant under the directions of the defendant, beginning November 15, 1938, and to treat patients of the defendant and practice chirpractic as taught in chirpractic schools and colleges, and also to use all necessary mechanical, hygientic and sanitary measures incident to the care of the body, and shall include hydrotherapy, electrotherapy,

light, heat, hot and cold packs, diet, massage, enemas, together with anatomical and manual manipulations, on patients of the defendant.

And it was agreed that a certain percent of all money received from patients treated by the plaintiff in the offices of the Defendant was to go to the plaintiff for his services.

When plaintiff reported for work under this contract defendant refused to permit him to do the things enumerated in the contract upon the ground that it might be held that such services and practice did not come within the rights or powers of one holding alicense as a chiropractor, and that by becoming a party to such acts, defendant might expose himself to prosecution.

The Chiropractic Act under which plaintiff and defendant are licensed provides in Section 7, "One form of certificate shall be issued by the board of chiropractic examiners, which said certificate shall be desiignatd, "License to practice chiropractic" which license shall authorize the holder thereof to practice chiropractic in the State of California as taught in chiropractic schools or colleges; and also, to use all neces-ss ary measures incident to the care of the body, but shall not authorize the practice of medicine, surgery, osteopathy, dentistry or optometry, nor the use of any drug or medicine now or hereafter indluded in materia medica."

As the act provides that chiropractics may practice chirpractic "as taught in chiropractic schools or colleges" in determing what plaintiff might legally do under his contract, and what constitutes the practice of chiropractic, it became necessary to determine what was taught as chirpractic in chiropractic schools or colleges. Accordingly five depositions were taken of persons who were qualified to testify from which it appears

that chiropractic is considered a science and an art, as a science it declares that all the functions of the human body or any part of it are c rried on by stimuli that passes over nerves to organs or through the blood stream in the form of hormones. That chirpractic seeks to remove the interference of stimuli whereby the organs of the body may be restored to their normal functions.

The art of chiropractic is any method used which is not the practice of medicine, surgery, osteopathy, dentistry or optometry, nor the use of any drug or medicine now or hereafter included in materia medica.

From said depositions it appears that hydrotherapy, electrotherapy, light, heat, hot and cold packs, diet, massage, enemas, together with anatomical and manual manipulations, were taught as chirpractic in chiropractic shools and colleges.

The chirpractic act also privides that in addition to the practice of chiropractic as taught in chiropractic schools and colleges that the license authorizes the holder "and, to use all necessary mechianical, and hygienic and sanitary measures incident to the care of the body," but shall not authorize the practice of medicine.

To show that these thin s mentioned in the contract, namely; hydrotherapy, electrtherapy, light, heat, hot and cold packs, diet, massage, enemas, together with anatomical and manual manipulations, are not the practice of medicine under the medical practice act which is now found in the Business and Professions Code of California in Section 2138, "The drugless practitioners certificate authorizes the holder to treat diseases, injuries, deformaties, or other physical or mental conditions without the use of drugs or what are known as medical preparations and without in any manner severing or penetrating any of the tissues of human beings except the severing of the umbilical cord.

"It also authorizes the general and local application or use of any and all manipulative, electro-therapeutical, hydro-therapeutical, dietary and phychological methods of treating the sick or afflicted, including physiotherapy, physical therapy, colonic therapy"

It is manafestly evident if these things mentioned in the Drugless Practitioner's Certificate are not the practice of medicine under the Medical Act, then they are not the practice of medicine under the chiroporatic act.

In the Case of People V. La Barre, 193 Cal. 388, The Supreme Court said realtive to the Chiropractic Act:
"The initiative measure was intended to accomplish the same object that all general health laws are designed to accomplish and is in pari materia with all other acts regulating the same general subject."

The medical law does not provide for the teaching of physical therapy., and the curicular of the State University Medical College has no course provided in it; and the same can be said of Stanford University Medical School and as Chirpractic Colleges do teach physiotherapy then it belongs to the chiropractors as a prior arts right.

And section 18 of the Chiropractic Act provides:

"Nothing herein shall be construed as repealing the medical practice act of June 2, 1913, or any subsequent amendments thereof, except in so far as that act or said amendment may conflict with the provisions of this act as applied to persons licensed under this act, to which extent any and all acts or parts of acts in conflict herewith are hereby repealed."

The use of the things mentioned in the contract are not the practice of medicine and are permitted to the use of the chiropractor under the scope of a chiropractic license.

Dated: Aug 28, 1939.

A. L. Stanwood

Judge of the Superior Court

FILED

AUG 28 1939

LEOTTA M. HUBERTY, Clerk

By [signature] DEPUTY

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA,

IN AND FOR THE COUNTY OF AMADOR.

--- oOo ---

PERCY PURVIANCE, Plaintiff, -vs- CHARLES BROCKMAN, Defendant.	)	No. 4284 Dept. 2 J U D G M E N T

--- oOo ---

The above entitled action coming on regularly for trial, and having been submitted upon the pleadings and depositions,

The Court legally finds:

1. That there was a contract.

2. That the Plaintiff is entitled to judgment under Section 1060 of the code of Civil Procedure of the State of California.

3. That the contract made between the parties to this action is in all respects legal; That the defendant is under obligations to allow the plaintiff to practice Chiropractice in the State of California as taught in chiropractic schools and colleges, and, also, to use all necessary mechanical, and hygientic and sanitary measures incident to the care of the body which shall include hydrotherapy, electrotherapy, light, heat, hot and cold packs, diet, massage, enemas together with anatomical and manual manipulations, and is thereby performing a lawful act.

IT IS ORDERED ADJUDGED AND DECREED, that under the

chiropractic act, by the terms of the contract the defendant is under obligations to allow the Plaintiff to practice chiropractic in his office and to use hydrotherapy, electrotherapy, light, heat, hot and cold packs, diet, massage, enemas together with anatomical and manual manipulations,

AND IT IS ADJUDGED, that said contract is in all respects legal.

Done and signed this Aug. 28, 1939.

J. D. Sullivan.

Judge of the Superior Court.

XXXXXX XXXXXX

XXXX WEST XXXXX XXXXXX

XXXXXXX XXXXX

FILED

FEB 17 1940

LEOTTA M. HUBERTY, Clerk

By _____ DEPUTY

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA,

IN AND FOR THE COUNTY OF AMADOR.

PERCY PURVIANCE,

Plaintiff,

vs.

CHARLES BROCKMAN,

Defendant,

No. 4284

DEFENDANTS ~~PROPOSED~~ Engrossed BILL OF EXCEPTIONS

BE IT REMEMBERED that the above entitled action duly and regularly came on for trial in the above entitled Court on July 29, 1939, before the Honorable A. L. Pierovich, Judge Presiding. The plaintiff appearing in Pro Per., and the defendant appearing in Pro Per., whereupon the following proceedings and none other were had.

A motion was made by the plaintiff that the depositions of Dr. Linnie A. Cale, D.C. taken and received in evidence in that certain action in the Superior Court of the State of California, in and for the County of Sonoma, entitled Percy Purviance, et al., plaintiff vs. L. J. Snow, et al., defendants, and bearing Superior Court Number 23841, be received in evidence in the above entitled action, and the deposition of Dr. Nelson Clewell Oakley D.C. taken and received in evidence in that certain action in the Superior Court of the State of California in and for the County of Sonoma, entitled Percy Purviance, et al.,

plaintiffs, vs. L. J. Snow, et al., defendants, and bearing said Superior Court Number 23841 be received in evidence in the above entitled action; that said motions were granted and certified copies of said depositions were received in evidence, the deposition of Dr. Lennie A. Cale, D.C. being marked plaintiff's Exhibit IV, and upon further motion of the plaintiff, which said motion was granted, the depositions of Dr. Levitt H. Zimmerman, D.C. and Dr. Grant Maxwell, D.C., taken in this action, were offered and received in evidence, being marked as plaintiff's Exhibit II, and III, respectfully;

That plaintiff offered and there was received in evidence, four courses of study which were marked plaintiff's Exhibits Ia, Ib, Ic, and Id, and plaintiff further offered in evidence, Assembly Bill, Number 478, which was received and marked plaintiff's Exhibit II in evidence. (It will be noted that the deposition of Dr. Levitt H. Zimmerman, D.C. was also marked plaintiff's Exhibit II, but for reasons which will become apparent, the duplication in the marking of the Exhibits will cause no confusion herein.)

That thereupon, and without any testimony or further proceedings other than the depositions and exhibits herein before mentioned, the matter was submitted to the aforesaid Honorable Judge of said Court for decision, and thereafter to wit: on the 28th day of October, 1939, the aforesaid Honorable A. L. Pierovich, gave an opinion in writing and upon said date rendered his Judgment in writing, a copy of said opinion and Judgment being as follows:

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF AMADOR

PERCY PURVIANCE,)
)
Plaintiff,) No. 4284
)

vs.)
)
CHARLES BROCKMAN,)
)
Defendant.) OPINION OF THE COURT
)

---oOo---

This is an action in declaratory relief instituted by Percy Purviance under section 1060 of the Code of Civil Procedure to obtain a declaration of his rights and duties including a determination of any question of construction or validity arising under the provisions of a contract relative to the legal rights and duties of the respective parties to the contract.

Both the Plaintiff and Defendant in this action are licensed chiropractors, licensed to practice chiropractic in the State of California under the provisions of the initiative act of 1923.

On the day of November first, 1938, Plaintiff and Defendant entered into a contract with each other by which Plaintiff agreed "to work in the offices of the defendant under the directions of the defendant, beginning November 15, 1938, and to treat patients of the defendant and practice chirpractic as taught in chiropractic schools and colleges, and also to use all necessary mechanical, hygientic and sanitary measures incident to the care of the body, and shall include hydrotherapy, electrotherapy, light, heat, hot and cold packs, diet, massage, enemas, together with anatomical and manual manipulations, on patients of the defendant.

And it was agreed that a certain per cent of all money received from patients treated by the plaintiff in the offices of the Defendant was to go to the plaintiff for his services.

When plaintiff reported for work under this contract defendant refused to permit him to do the things enumerated in the contract upon the ground that it might be held that such services

and practice did not come within the rights or powers of one holding a license as a chiropractor, and that by becoming a party to such acts, defendant might expose himself to prosecution.

The Chiropractic Act under which plaintiff and defendant are licensed provides in Section 7, "One form of certificate shall be issued by the board of chiropractic examiners, which said certificate shall be designated, "License to practice chiropractic" which license shall authorize the holder thereof to practice chiropractic in the State of California as taught in chiropractic schools or colleges: and also, to use all necessary measures incident to the care of the body, but shall not authorize the practice of medicine, surgery, osteopathy, dentistry or optometry, nor the use of any drug or medicine now or hereafter included in materia medica."

As the act provides that chiropractics may practice chiropractic "as taught in chiropractic schools or colleges" in determining what plaintiff might legally do under his contract, and what constitutes the practice of chiropractic, it became necessary to determine what was taught as chiropractic in chiropractic schools or colleges. Accordingly five depositions were taken of persons who were qualified to testify from which it appears that chiropractic is considered a science and an art, as a science it declares that all the functions of the human body or any part of it are carried on by stimuli that passes over nevers to organs or through the blood stream in the form of hormones. That chiropractic seeks to remove the interference of stimuli whereby the organs of the body may be restored to their normal functions.

The art of chiropractic is any method used which is not the practice of medicine, surgery, osteopathy, dentistry or optometry, nor the use of any drug or medicine now or hereafter included in materia medica.

From said depositions it appears that hydrotherapy, electrotherapy, light, heat, hot and cold packs, diet, massage, enemas, together with anatomical and manual manipulations, were taught as chirpractic in chiropractic schools and colleges.

The chiropractic act also provides that in addition to the practice of chiropractic as taught in chiropractic schools and colleges that the license authorizes the holder "and, to use all necessary mechanical, and hygienic and sanitary measures incident to the care of the body," but shall not authorize the practice of medicine.

To show that these things mentioned in the contract, namely; hydrotherapy, electrtherapy, light, heat, hot and cold packs, diet, massage, enemas, together with anatomical and manual manipulations, are not the practice of medicine under the medical practice act which is now found in the Business and Professions Code of California in Section 2138, "The drugless practitioners certificate authorizes the holder to treat diseases, injuries, deformaties, or what are known as medical preparations and without in any manner severing or penetrating any of the tissues of human beings except the severing of the umbilical cord. "It also authorizes the general and local application or use of any and all manipulative, electro-therapeutical, hydro-therapeutical, dietary and physchological methods of treating the sick or afflicted, including physiotherapy, physical therapy, colonic therapy."

It is manifestly evident if these things mentioned in the Drugless Practitioner's Certificate are not the practice of medicine under the Medical Act, then they are not the practice of medicine under the chiropractic act.

In the Case of People V. La Barre, 193 Cal. 388, The Supreme Court said relative to the Chiropractic Act: "The initiative measure was intended to accomplish the same object that all general health laws are designed to accomplish and is in pari

materia with all other acts regulating the same general subject."

The medical law does not provide for the teaching of physical therapy, and the curicular of the State University Medical College has no course provided in it; and the same can be said of Stanford University Medical School and as Chiropractic Colleges do teach physiotherapy then it belongs to the chiropractors as a prior arts rights.

And section 18 of the Chiropractic Act provides:

"Nothing herein shall be construed as repealing the medical practice act of June 2, 1913, or any subsequent amendments thereof, except in so far as that act or said amendment may conflice with the provisions of this act as applied to persons licensed under this act, to which extent any and all acts or parts of acts in conflict herewith are hereby repealed."

The use of the things mentioned in the contract are not the practice of medicine and are permitted to the use of the chiropractor under the scope of a chiropractic license.

Dated: August 28, 1939.

No. 4284 Dept. 2

J U D G M E N T

The above entitled action coming on regularly for trial, and having been submitted upon the pleadings and depositions,

The Court legally finds:

1. That there was a contract.

2. That the Plaintiff is entitled to judgment under Section 1060 of the Code of Civil Procedure of the State of California.

3. That the contract made between the parties to this action is in all respects legal. That the defendant is under obligations to allow the plaintiff to practice Chiropractic in the State of California as taught in chiropractic schools and colleges, and, also, to use all necessary mechanical, and hygientic and

sanitary measures incident to the care of the body which shall include hydrotherapy, electrotherapy, light, heat, hot and cold packs, diet, massage, enemas together with anatomical and manual manipulations, and is thereby performing a lawful act.

IT IS ORDERED ADJUDGED AND DECREED, that under the chiropractic act, by the terms of the contract the defendant is under obligations to allow the Plaintiff to practice chiropractic in his office and to use hydrotherapy, electrotherapy, light, heat, hot and cold packs, diet, massage, enemas together with anatomical and manual manipulations,

AND IT IS ADJUDGED, that said contract is in all respects legal.

Done and signed this August 28, 1939.

A. L. Pierovich
Judge of the Superior Court

This is a copy of a certified copy of opinion and judgment rendered by his honor, Judge A. L. Pierovich of the Superior Court.

That the defendant duly and regularly gave notice of appeal, and it is to the introduction of Exhibits 1-a to 1-d inclusive, and to Exhibit II, that the defendant excepted and does hereby except, and designate as his exception number I, said Exhibits being words and figures as follows to wit:

PLAINTIFF'S EXHIBIT I-A IN EVIDENCE

Pages 2, 9, 10 & 11, as indicated by pencil marks, in pamphlet entitled Los Angeles College of Chiropractic - Los Angeles -"

(Page 2)

"The course of study -- which will be found detailed in later pages -- is here given briefly:

Anatomy	Hours	
Angiology.....	65	
Myology I-II.....	130	
Neurology I-II-III.....	260	
Neurology IV (Brain).....	65	
Osteology I-II.....	130	
Splanchnology I-II.....	130	
Special Senses I-II.....	65	
		845
Bacteriology.....		130
Chemistry and Toxicology.....n		130
Chiropractic Theory and Practic.....		600
Diagnosis		
Dermatology.....	65	
General Diagnosis.....	65	
Laboratory Diagnosis.....	65	
Pediatrics.....	65	
Physical Diagnosis.....	65	
Symtomatology.....	130	
X-Ray.....	70	
		525
Dissection.....		200
Histology.....		130
Hygiene and Sanitation.....		130
Minor Surgery.....		65
Obstetrics and Gynecology.....		130
Orthopedia.....		65
Pathology.....		260
Physiology.....		260
Physiotherapy.....		130
Total.....		3600

(Page 9)

"PHYSIOTHERAPY. 130 Hours

Chiropractors have made steady progress in mastering the forces of nature and adopting them to the noble work of getting people well. The many modalities of these forces have made it necessary for the College to give a thorough course in all phases of Physiotherapy, in order to properly prepare the practitioner to take advantage of the available forces of nature in his work."

(Page 10) & (Page 11)

"ELECTROTHERAPY COURSE

The Los Angeles College gives a course in Electrotherapy inequaled by any other Chiropractic institution in the United States. The use of the many different modalities is explained and the mechanical, electrical, and chemical action of each current is thoroughly demonstrated.

The student is taught to use Galvanism, which is a direct polarity current and which has a definite electro-chemical action on the human tissues. It is a useful current in all cases of ulcer, hemorrhage, and pain, and can be used in more human ailments than any other current. The student is likewise taught the use of High Frequency currents such as diathermy or the deep heating current which creates artificial temperature in the body wherever the current is localized and which increases the circullation of the blood and renders Pathogenic mincro-organisms impotent. This current is also useful in anemia and in disease conditions where increased circulation and heat are indicated.

Auto-condensation is the current that relaxes arterial hypertension; it also has a sedative influence over the nervous system. The Violet Ray is extremely useful in most skin troubles. The Sinusoidal and Faradic currents mechanically affect the tissues through a specific number of interruptions per second and have a

tonic effect on muscles. These are demonstrated to our classes, and the student is taught how muscle tone may be developed through the use of these currents and how it is possible to restore tonicity to organs and activity to paralyzed muscles.

The Deep Therapy Lamp is explained in its reactions on the blood stream of the body. Ultra Violet Light, both through the use of the carbon burner and quartz burners, is also demonstrated.

This course also includes a thorough study of the ultra Short-Wave, one of the newest discoveries in Electrotherapy. Hemorrhoids, tonsilar diseases, influenza, heavy colds and deep-seated infections are successfully treated with this modality.

Many other modificiations of the primary thereapeutic electrical currents are explained and demonstrated to the classes, and the College makes an effort to investigate every new form of electrical apparatus and, if useful, to adopt it and use it as a part of our work. All of this fine equipment is available to the student for actual use in his treatment of patients in our clinic.

PLAINTIFF'S EXHIBIT I-B - IN EVIDENCE

Part of page 83, as indicated by marks made in ink, in Bulletin, entitled "Stanford University Bulletin, Sixth Series, No. 69 July 6, 1938 -- SCHOOL OF MEDICINE -- Annual Announcement 1938-39"

(Page 83)

THE CURRICULUM IN MEDICINE

Summary of Hours

	First Year	Second Year	Third Year	Fourth Year	Total
Anatomy.....	726	...	...	...	726
Biochemistry.....	176	...	...	...	176
Physiology.....	170	99	...	...	269
Bacteriology.....	...	176	...	...	176

	First year	Second year	Third year	Fourth year	Total
Pathology.....	...	193	48	32	273
Pharmacology.....	...	105	64	32	201
Medicine.....	...	209	334	319	862
Pediatrics.....	...	...	63	91	154
Surgery.....	...	101	249	321	671
Obstetrics and Gynecology....	...	52	98	113	263
Public Health.....	...	102	20	44	166
Electice (80 hours required in fourth year).....	(*)	(*)	(*)	80	200
	1,072	1,037	876	1,032	4,137

* A total of 120 hours must be taken before the fourth year.

PLAINTIFF'S EXHIBIT I-C IN EVIDENCE

Page 41, of Bulletin entitled "University of California Bulletin-Published at Berkeley, California, Volume XXXI June 10, 1938 Number 21 ANNOUNCEMENT OF THE MEDICAL SCHOOL FOR the Academic Year 1938-39"

Arrangement of Required Studies, 1938-39, and Total number of hours in each subject.

Subjects	First year		Second year		Third year		Fourth year		Fifth year		Totals
	First Semester	Second Semester	First Semester	Second Semester	First Semester	Second Semester	First Semester	Second Semester			
Anatomy, including Histology.....	550	...	...	...	16	16	...	...	-		592
Physiology.....	...	224	...	...	...	...	...	...	...		224
Biochemistry.....	...	256	...	...	...	...	...	...	...		256
Bacteriology, including Serology and Immunology.....	...	...	160	...	...	...	...	...	...		160

Subjects	First year First Semester Second Semester	Second year First Semester Second Semester	Third year First Semester Second Semester	Fourth year First Semester Second Semester	Fifth year	Totals
Pathology.....	256	40	8	16	16	336
Preventive Medicine and Public Health.....	96	...	16	16	...	128
Pharmacology, including Materia Medica.....	144	16	16	...	...	176
General Medicine, including Laboratory Diagnosis.	296	232	168	155	155	1,006
Neuropsychiatry.....	16	16	32	16	...	80
Dermatology and Syphillis.....	...	...	8	16	...	24
Legal Medicine.....	...	...	...	...	...	16
Medical History and Bibliography....	...	...	8	...	...	8
Pediatrics.....	...	...	16	72	85	85	258
Surgery.....	56	208	208	171	171	814
Orthopedic Surgery..	...	...	...	...	16	...	16
Opthalmology.....	...	...	...	...	...	8	8
Otology, Rhinology, Laryngology.....	...	...	...	...	...	8	8
Obstetrics and Gynecology...	32	32	32	117	69	282
Totals.....	560	480	528	544	608	568	576	528	4,392

*For description of courses in the various divisions of the Medical School, see pages 51-73.

PLAINTIFF'S EXHIBIT I-D IN EVIDENCE

Pages 36, 37, 38 and 39, on lines indicated by marks

made in ink, in pamphlet entitled "NATIONAL COLLEGE OF CHIROPRACTIC - Founded 1906 -- CATALOGUE 1939-1940 , 20 North Ashland Boulevard -- Chicago, Illinois. (Commencing middle page 36)

"DEPARTMENT OF MECHANO-THERAPHY AND MASSAGE

I. THEORY, DEMONSTRATION AND PRACTICE:

Historical introduction and general description; classification and definition of the various manipulations; physiological and therapeutic effects upon the organs of locomotion, circulation, digestion, respiration, elimination and the nervous system; indications and contra-indications; pathology of acute and chronic inflammation; pathology and symptomatology of important diseases amenable to manipulations; pulse, temperature, respiration, blood pressure technic.

II. TECHNIC:

Scientific Swedish Massage; reducing treatments; scientific Swedish facial and scalp massage; special treatments for liver, spleen, sciatic nerve, and various deeper structures; special foot technic, fractures, sprains, etc.

DEPARTMENT OF HYDROTHERAPY

I. THEORY, DEMONSTRATION AND PRACTICE:

Historical introduction. Medicated baths (pine needle oil, eucalyptus, sulphur, sodium chloride, magnesium sulphate, Nauheim, oxygen, etc.), electric light bath, steam bath, blitz guss bath, sitz bath, Russian bath, Turkish bath; shampoos (Swedish and Turkish); hot and cold packs (local and general), compresses, fomentations, etc.; the physical and therapeutic effects of external applications of hot and cold water; hot and cold water treatments in acute and chronic diseases.

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II. TECHNIC:

This course is divided into two periods of practice for

the student. First, demonstration and drill work in the class room; second, actual experience in handling patients in the massage and dydrotherapy department of the Chicago General Health Service.

DEPARTMENT OF COLONIC THERAPY

Of the four great organs of elimination; skin, lungs, kidneys, and colon (large bowel), the latter is the greatest local source of trouble,

In this department, a very important one in the field of natural healing, the student is thoroughly instructed, through practical demonstration and lectures, in the technic of colonic irrigation. The course covers the following:

A. Technic: Theory, demonstration, and practice.

B. Mixing and using of solutions.

C. Diseases requiring special technic.

D. Value of x-ray to the colonic therapist.

The department contains the most modern equipment, developed in our clinic in collaboration with Crane Engineers, and the work is taught by expert technicians.

The student is instructed in the construction and operation of colonic therapy equipment so that he may be enabled to use in his own practice this very effective and natural modality in overcoming the most common of all human ailments -- constipation.

Text-book:

Chicago General Health Service publication on Colonic Irrigation.

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OUTLINE OF COURSES

FRESHMAN YEAR

FIRST SEMESTER	Hours per week	Total Hours
Myology and Syndesmology.....	4	72
Osteology.....	4	72

FIRST SEMESTER	Hours per week	Total hours
Histology	6	108
Physiology (of muscle, bone, and circulation)	6	108
Inorganic Chemistry	6	108
Philosophy of Chiropractic and Nerve Tracing	4	72
Palpation	6	108
Terminology	4	72
	40	720
SECOND SEMESTER		
Gross Anatomy (splanchnology)	4	72
Embryology	6	108
Organic Chemistry	6	108
Bacteriology	4	72
Physiology (of digestion and respiration	6	108
Chiropractic Sumptomatology	6	108
Chiropractic Technic	4	72
Hygiene and Sanitation	4	72
	40	720
SOPHOMORE YEAR		
FIRST SEMESTER		
Anatomy (of special senses)	4	72
Pathology (fundamentals)	4	72
Physiology (of nervous system)	6	108
Physiology Chemistry	6	108
Neurology (nervous system)	4	72
Laboratory Technique	4	72
Physical Diagnosis	6	108
Chiropractic Technic	6	108
	40	720
SECOND SEMESTER		
Anatomy (angiology)	6	108

SECOND SEMESTER		
Pathology (diseases of bone).....	4	72
Physiology (of endocrine system).....	6	108
Physical Diagnosis.....	4	72
Neurology (advanced).....	6	108
Chiropractic Technic).....	6	108
Dietetics.....	4	72
First Aid and Minor Surgery.....	4	72
	40	720

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JUNIOR YEAR		
FIRST SEMESTER		
Dissection.....	12	216
Pathology (infectious diseases).....	4	72
Chiropractic Technic (hip,rib,shoulder, foot,etc.).....	4	72
Clinical Diagnosis.....	6	108
Physio-Therapy (theorectical).....	6	108
Chiropractic Orthopedics.....	4	72
Gynecology.....	4	72
	40	720
SECOND SEMESTER		
Applied Anatomy.....	4	72
Eye, Ear, Nose and Throat.....	4	72
Pathology (neoplasms, etc.).....	6	108
Clinical Diagnosis.....	6	108
Jurisprudence.....	4	72
X-Ray.....	4	72
Obstetrics.....	6	108
Physio-Therapy (practical course).....	6.	108
	40	720
SENIOR YEAR		
FIRST SEMESTER		
Practice (blood and vasular system)...	6	108

Chiropractic Technic.....	6	108
Toxicology.....	4	72
Dermatology.....	6	108
Pediatrics.....	4	72
Phyto-Therapy.....	6	108
Bio-Chemistry.....	4	72
Applied Diagnosis.....	4	72
	40	720

SECOND SEMESTER

Quiz Course.....	6	108
Applied Physiology.....	4	72
Practic (ductless glands and metabolish).	6	108
Neuro-Anatomy.....	6	108
Psychiatry.....	4	72
Colonic Therapy.....	4	72
Massage and Hydro-Therapy.....	10	180
	40	720

Total school hours(exclusive of clinic hours)...	5760
Required minimum clinic and laboratory internship hours.....	1670
Total Hours.....	7430

PLAINTIFF'S EXHIBIT II IN EVIDENCE

-1-

ASSEMBLY BILL NO. 478

Passed the Assembly May 2, 1939.

Chief Clerk of the Assembly

.....

Passed the Senate June 14, 1939

Secretary of the Senate

.....

This bill was received by the Governor this_____ day of _____1939, at_____o'clock_____m.

_____
Private Secretary of the Governor

--3--

CHAPTER_____

An act to amend sections 2138 and 2394 of the Business and Professions Code, relating to the scope of practice of medicine and surgery permitted under a drugless practitioner's certificate.

The people of the State of California do enact as follows:

Section 1. Section 2138 of the Business and Professions Code is hereby amended to read as follows:

2138. The drugless practitioner's certificate authorizes the holder to treat diseases, injuries, deformities, or other physical or mental conditions without the use of drugs or what are known as medical preparations and without in any manner severing or penetrating any of the tissues of human beings except the severing of the umbilical cord.

It also authorizes the general and local application or use of any and all manipulative electro-therapeutical, hydro-therapeutical, dietary and psychological methods of treating the sick or afflicted, including physiotherapy, physical therapy, colonic therapy.

The authorization to use electro-therapeutical methods of treating the sick or afflicted does not include authorization to use electro-cautery in removing or destroying human tissue or to use what is known as the Roentgen ray or X-ray in the treatment of any physical ailment, blemish, or pathological condition of the human body.

Section 2. Section 2394 of the Business and Professions

Code is hereby amended to read as follows:

2394. The use of drugs or what are known as medicinal preparations by the holder of a drugless practitioner's certificate in or upon any human being or the severing or penetrating of the tissues of any human being by the holder of a drugless practitioner's certificate in the treatment of any disease, injury, or deformity, or other physical or mental condition of the human being, except the severing of the umbilical cord, and except to the extent and in the manner authorized by section 2138, constitutes unprofessional conduct within the meaning of this chapter.

Speaker of the Assembly

President of the Senate

Approved.....1939

Governor.

And it was to the introduction of the aforesaid depositions numbered II to V inclusive, and the receiving in evidence of said depositions that the defendant excepted, and still excepts, and designates as his exception, number II, that said depositions being all of the testimony received at said trial or as follows:

DEPOSITION OF DR. LEVITT H. ZIMMERMAN D. C.

Dr. Levitt H. Zimmerman, D. C., the Witness, having been birst duly sworn under oath by the Notary Public to testify to the truth, the whole truth, and nothing but the truth relative to

to the above entitled action, testifies as follows:

Direct Examination

By Percy Purviance

Mr. Purviance: What is your name?

A. Levitt H. Zimmerman

Q. Where do you reside?

A. At 1540 San Pablo Ave., Oakland

Q. Are you licensed to practice Chiropractic in the State of California?

A. Yes.

Q. Have you been connected with any Chiropractic school or college in the State of California?

A. Yes.

Q. Would you state what college?

A. The California Chiropractic College.

Q. In what capacity?

A. As President.

Q. Were the following subjects taught in the California Chiropractic College; namely, Hydrotherapy, Electrotherapy, Light, Heat, Hot and Cold packs, Diet, Massage, and enemas, together with mechanical and manual manipulations?

A. Yes

Q. Were the above named subjects taught as chiropractic?

A. Yes.

Q. Is it the philosophy of chiropractic that all the functions of the human body are carried on by nerve stimuli?

A. Yes.

Q. Does anything that interferes with the passage of stimuli interfere with the normal functions of the body?

A. Yes

Q. Does chiropractic seek to remove the interference with the passage of stimuli; whereby the organs may be restored to their normal function?

A. Yes.

Q. What is disease?

A. Any deviation from the normal.

Q. Dotthese methods and modalities that have been mentioned have a tendency, and are they used to remove the interference with the passage of nerve stimuli whereby organs may be restored to their normal functions?

A. Yes.

Signed_____

DEPOSTION OF DR. GRANT MAXWELL, D.C.

Dr. Grant Maxwell, D.C.,

the witness, having been first duly sworn under oath by the Notary Public to testify to the truth, and nothing but the truth relative to the above entitled action, testifies as follows:

DIRECT EXAMINATION

BY PERCY PURVIANCE:

MR. PURVIANCE: What is your name?

A. Grant Maxwell.

Q. Where do you reside?

A. At 1019 Buena Vista Avenue, Alameda, California.

Q. You are licensed to practice chiropractic in the State of California, are you not?

A. I am.

Q. How long have you practiced chiropractic in California under that license?

A. Since receiving the license early in 1923.

Q. Is it true that you were one of the founders of a chiropractic college in California?

A. I was one of the founders of the West Coast Chiropractic College in Oakland.

Q. On what date did you receive a charter for the West Coast Chiropractic College from the State of California?

A. The charter was granted in June of the year 1922.

Q. What was your office in the college?

A. I was dean of the faculty.

Q. How long did you serve in that capacity?

A. Until February of 1932.

Q. As dean of the faculty, Dr. Maxwell, did you have complete charge of the curriculum of the school?

A. I did.

Q. Did you teach diagnosis?

A. We did.

Q. Will you expand a little on that answer and tell what subjects were included as a part of your course in diagnosis?

A. We taught physical, differential, and laboratory diagnosis. These would include blood examinations - counts, chemistries, and so forth;-urinalysis, qualitative and quantitative; spinal analysis; x-ray examination; history taking; and practically all of the procedures that were included in the field at the time.

Q. You taught x-ray examinations?

A. Yes.

Q. Did the West Coast Chiropractic College possess an x-ray equipment and teach the technic of its operation to the students of its school in 1922 prior to the passage of the chiropractic act?

A. It did.

Q. Dr. Maxwell, were you teaching them subjects in diagnosis as a part of chiropractic?

A. We were.

Q. Do you now consider that the use of these diagnostic procedures you have named is a part of the practice of chiropractic today in the State of California?

A. I Do. An inseparable part of chiropractic.

Q. Did you, in 1922, prior to the passage of the chiropractic act, teach the subjects of Electrotherapy, Hydrotherapy, Spinal and Body Manipulations, and Dietetics?

A. I did. Although, of the subjects you named, we did not devote as many hours to Hydrotherapy as to the other subjects.

Q. Did you consider these subjects to be a part of the Practice of Chiropractic?

A. Id did, and do now.

Q. Dr. Maxwell, have you at any time since 1932 taught in any ether chiropractic colleges?

Q. Yes. I have lectured before the student body of the Standard Chiropractic College, both at their Sacramento and at their San Jose units.

Q. To the best of your knowledge, were the subjects of Electrotherapy, Dietetics, and Hydrotherapy taught to these students.

A. To the best of my knowledge, they were. I know that the clinic students of the school practiced Electrotherapy, at least, in the clinics.

Grant Maxwell

DEPOSITION OF DR. NELSON CLEWELL OAKLEY D.C.

Dr. Nelson Clewell Oakley, D. C., The witness, having been first duly sworn under oath by the Notary Public to testify the truth, the whole truth, and nothing but the truth relative to the above entitled action, testifies as follows:

DIRECT EXAMINATION

BY PERCY PURVIANCE: Dr. Oakley, you are a duly licensed Chiropractic Doctor?

A. I am.

Q. Were you a member of the Board of Directors and a teacher in the Clewell Chiropractic College when the Chiropractic Act was passed by the people of the State of California in 1922?

A. I was.

Q. Was the following taught as Chiropractic in The Clewell Chiropractic College, namely: hydrotherapy, electro-therapy, light, heat, hot and cold pads, diet, massage, enemas, together with anatomical and manual manipulations?

A. It was.

Q. Is it the philosophy of Chiropractic that all the functions of the body are carried on by stimuli that pass over the nerves to organs or that pass through the blood stream by means of hormones?

A. It is.

Q. Is it also a part of the Philosophy of Chiropractic that anything that interferes with the passage of stimuli interferes with normal functions?

A. Yes.

Q. Does Chiropractic seek to restore the normal stimulus whereby all the tissues can be restored to their usual function?

A. Yes.

Q. Do the above named modalities in some cases tend to and are they sometimes used to restore the normal passage of stimuli?

A. Yes.

(Signed) Dr. Nelson Clewell Oakley
D.C.

DEPOSITION OF DR. LINNIE A. CALE D. C.

Dr. Linnie A. Cale, D.C.,

the witness, having been first duly sworn under oath by the

Notary Public to testify the truth, the whole truth, and nothing but the truth relative to the above entitled action, testifies as follows:

DIRECT EXAMINATION

BY PERCY PURVIANCE:

MR. PURVIANCE: Dr. Cale, you are a duly licensed Chiropractic Doctor?

A. I am.

Q. Were you a member of the Board of Directors and a teacher in the Los Angeles College of Chiropractic when the Chiropractic Act was passed by the people of the State of California in 1922?

A. I was.

Q. Was the following taught as Chiropractic in the Los Angeles College of Chiropractic, namely: hydrotherapy, electrotherapy, light, heat, hot and cold pads, diet, massage, enemas, together with anatomical and manual manipulations?

A. It was.

Q. Is it the philosophy of Chiropractic that all the functions of the body are carried on by stimuli that pass over the nerves to organs or that pass through the blood stream by means of hormones?

A. It is.

Q. Is it also a part of the Philosophy of Chiropractic that anything that interferes with the passage of stimuli interferes with functions?

A. Yes.

Q. Does Chiropractic seek to remove the interference with the passage of stimuli?

A. Yes.

Q. Do the above named modalities in some cases tend to and

are they sometimes used to restore the normal passage of stimuli?

A. Yes.

(Signed) Dr. Linnie A. Cale D. C.

That the Pleadings in this action consists of a Complaint, and Answer, copies of which are herein set forth in full as follows:

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF AMADOR

PERCY PURVIANCE, Plaintiff, vs. CHARLES BROCKMAN, Defendant.	No. 4284 Dept. No._____ COMPLAINT FOR DECLARATORY JUDGMENT

THE PLAINTIFF COMPLAINS AND ALLEGES:

I

THAT ON the day of November 1st, 1938, plaintiff and defendant entered into a written contract with words and figures as follows to wit:

On this first day of November 1938 P. Purviance a licensed Chiropractor under the laws of the State of California, hereinafter referred to as the party of the first part and Charles Brockman a licensed Chiropractor maintaining offices in the City of Jackson, State of California, hereinafter referred to as the party of the second part; have entered into an agreement in the following manner and particulars to wit:

The party of the first part agrees to work in the offices of the party of the second part under the direction of the party of the second part, beginning November 15th, 1938 and

to treat patients of the party of the second part, and practice Chiropractic as taught in Chiropractic schools and colleges, and also to use all necessary mechanical, hygienic and sanitary measures incident to the care of the body, and shall include hydrotherapy, electrotherapy, light, heat, hot and cold packs, diet, massage, enemas, together with anatomical and manual manipulations on patients of the party of the second part.

Party of the Second part agrees that party of the first part shall receive 40 percent of all money received from patients treated by party of the first part in the office of the party of the second part.

Signed: Percy Purviance
Party of the first part.

Charles Brockman
Party of the Second part.

II

That thereafter on the 15th day of November 1938, Plaintiff presented himself for work at the offices of the party of the second part, and part of the second part refused to comply with the terms of the said contract on the grounds that the defendant might be liable for prosecution if plaintiff was not allowed under plaintiff's license to treat patients as stated in the contract, if the scope of practic under section 7 of the Chiropractic Act did not allow such practice.

Wherefore plaintiff prays that the rights of the plaintiff and defendant under the contract as set forth in the complaint be declared under the provsions of Section 1060 of the Code of Civil Procedure of California; that the legal scope of practice of plaintiff by virtue of his license under the provisions of the Chiropractic Act of California be determined and adjudged.

Percy Purviance
In Proper Person

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF AMADOR

PERCY PURVIANCE, Plaintiff, vs. CHARLES BROCKMAN, Defendant.	No. 4284 Dept. No._____ ANSWER TO COMPLAINT

The Defendant answers the complaint as follows, to-wit:

I

Admits the contract and all the allegations as set forth in the complaint filed herein.

II

Alleges that Defendant is justified in refusing to comply with the provisions of the contract by reason of the liability of defendant for criminal prosecution if plaintiff is not permitted to use the methods and modalities mentioned in the contract, and if not the defendant would be liable for allowing said practice by the plaintiff in the office of the defendant.

WHEREFORE Defendant prays that the respective rights of the plaintiff and defendant under the terms of the contract as set forth in the complaint be declared and adjudged under Chapter VIII, Section 1060 of the Code of Civil Procedure of the State of California; that the legal scope of the practice of the plaintiff by virtue of his license under the provision of the Chiropractic Act of California, Section 7 of which provides:

> "One form of certificate shall be issued by the board of Chiropractic Examiners, which said certificate shall be designated "License to practice Chiropractic", which license shall authorize the holder there-

of to practice Chiropractic in the State of California as taught in chiropractic schools or colleges: and, also, to use all necessary mechanical, and hygientic and sanitary measures incident to the care of the body, but shall not authorize the practice of medicine, surgery, osteopathy, dentistry or optometry, nor the use of any drug or medicine now or hereafter included in materia medicia."

And that it be declared and adjudged if plaintiff has a legal right to use said modalities mentioned in the contract.

In Proper Person

SPECIFICATIONS OF ERROR

I

The Court erred in receiving in evidence Exhibits I-A to I-D inclusive, and Exhibit II.

II

The Court erred in receiving in evidence, the depositions marked II to V inclusive.

III

The Judgment is against the law.

IV

The Judgment is not supported by the facts.

STIPULATION

We hereby Stipulate that the foregoing contains a

true and correct statement of the evidents, and proceedings taken and had in this action.

Dated this 17 day of February 1940

Percy Purviance
Plaintiff in Pro. Per

Chas Brockman
Defendant in Pro Per.

JUDGES CERTIFICATE

I hereby certify that the foregoing contains a true and correct statement of the evidence relied upon in this case, and the same is hereby settled, allowed and approved, and made a part of the record in this case.

Dated this 17th day of Feb. 1940

A. L. Piurovich.
Judge, Superior Court